



DISTRICT COURT
FILED

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA

AUG - 7 2008

Frederick Northrop,

Plaintiff,

v.

American Express Company,

Defendant.

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

Case No. **01-2008-05534**

PETITION

For his petition against Defendant, Plaintiff alleges as follows:

1. Defendant claims that Plaintiff contracted with Defendant for credit and has attempted to collect amounts claimed to be owed from Plaintiff. The accounts are designated by Defendant as account number 3783 4917 9635 003 and 3725 353086 61003 (the "Accounts").
2. Defendants' collection efforts have involved fraudulent representations, extreme harassment and oppression, and defamation of character and credit.
3. Plaintiff never contracted for any responsibility on the Accounts.
4. Defendant has no documentary support to show that Plaintiff either opened the Accounts, accepted responsibility for the Accounts, was sent contracts or statements regarding the terms of the Accounts, guaranteed the Accounts, or charged the debts alleged on the Accounts. Records demonstrating any and all of these issues have been repeatedly requested by Plaintiff, but Defendant has not been able to produce any such records.
5. If Plaintiff had any responsibility on the Accounts, Plaintiff would be entitled to an accounting of the amounts claimed to be owed, including the receipts for

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the charges that Defendant claims were made by Plaintiff on the Accounts. Plaintiff brings this action, in part, to obtain a complete accounting of the bases for any charges alleged to be the responsibility of Plaintiff.

6. Plaintiff also seeks a declaratory judgment that establishes that Plaintiff has no liability for the Accounts, and in particular that Plaintiff has no liability for the alleged charges which have been made on the Accounts.
7. In the alternative, if Plaintiff does have any liability on the Accounts, then Defendant is in breach of Defendant's contract with Plaintiff by allowing charges to be made to Plaintiff's account without Plaintiff's signature and Plaintiff has therefore been damaged by the breach of contract.

Wherefore, Plaintiff prays for: (1) a complete accounting; (2) a judgment against Defendant Declaring that Plaintiff is not indebted to Defendant for any amount; and, in the alternative, (3) for a judgment for breach of contract. Plaintiff seeks this relief along with such other relief as this Court deems just, proper and authorized by law.

Respectfully submitted,

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Attorney Lien Claimed / Jury Trial Requested